

Mississippi Electronic Courts
Eleventh Circuit Court District (Bolivar County Court - Cleveland)
CIVIL DOCKET FOR CASE #: 06CO2:23-cv-00086

KOVARCIK v. BAYOU ACADEMY
Assigned to: Aelicia L. Thomas

Date Filed: 03/29/2023
Current Days Pending: 75
Total Case Age: 75
Jury Demand: None
Nature of Suit: Breach of Contract (45)

Upcoming Settings:

None Found

Plaintiff

BEVERLY KOVARCIK

represented by **Kelvin Pulley**
The Pulley Law Firm, LLC
104 Cotton Street
GREENWOOD, MS 38930
662-453-6488
Fax: 662-453-6489
Email: pulleylawfirm@gmail.com
ATTORNEY TO BE NOTICED

V.

Defendant

BAYOU ACADEMY

represented by **BAYOU ACADEMY**
PRO SE

Date Filed	#	Docket Text
03/29/2023	<u>1</u>	Civil Cover Sheet. (Gant, Shavaska) (Entered: 03/29/2023)
03/29/2023	<u>2</u>	COMPLAINT against BAYOU ACADEMY, filed by BEVERLY KOVARCIK. (Gant, Shavaska) (Main Document 2 replaced on 4/6/2023) (Gant, Shavaska). (Main Document 2 replaced on 6/7/2023) (Gant, Shavaska). (Entered: 03/29/2023)
03/29/2023	<u>3</u>	SUMMONS Issued to BAYOU ACADEMY. (Gant, Shavaska) (Entered: 03/29/2023)
05/10/2023	<u>4</u>	ACKNOWLEDGEMENT OF SERVICE Executed Acknowledgement filed by BEVERLY KOVARCIK. (Pulley, Kelvin) (Entered: 05/10/2023)
06/07/2023	<u>5</u>	NOTICE of Notice of Removal by BAYOU ACADEMY (Attachments: # <u>1</u> Exhibit A - Notice of Removal,) (Herring, Calvin) (Entered: 06/07/2023)

MEC Service Center

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COVER SHEET

Civil Case Filing Form

(To be completed by Attorney/Party
Prior to Filing of Pleading)

Court Identification Docket #

Case No. Filed: 03/29/2023

Page 1 of 1 Docket Number

06	2	0
County #	Judicial District	Court ID (CH, CI, CO)
03	29	23
Month	Date	Year

086
ALT
Local Docket ID

Mississippi Supreme Court
Administrative Office of Courts
Form AOC/01
(Rev 2020)

This area to be completed by clerk

Case Number if filed prior to 1/1/94

In the COUNTY



Court of BOLIVAR



County —

Judicial District

Origin of Suit (Place an "X" in one box only)

- ☒ Initial Filing ☐ Reinstated ☐ Foreign Judgment Enrolled ☐ Transfer from Other court ☐ Other
☐ Remanded ☐ Reopened ☐ Joining Suit/Action ☐ Appeal

Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form

Individual Kovarcik

Beverly

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business Bayou Academy

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below:
D/B/A _____

Address of Plaintiff

Attorney (Name & Address) Kelvin Pulley, 104 Cotton Street, Greenwood, MS 38930

MS Bar No. 104106

Check (x) if Individual Filing Initial Pleading is NOT an attorney

Signature of Individual Filing:

Defendant - Name of Defendant - Enter Additional Defendants on Separate Form

Individual

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below:
D/B/A _____

Attorney (Name & Address) - If Known

MS Bar No.

Check (x) if child support is contemplated as an issue in this suit.*

*If checked, please submit completed Child Support Information Sheet with this Cover Sheet

Nature of Suit (Place an "X" in one box only)

Domestic Relations <input type="checkbox"/> Child Custody/Visitation <input type="checkbox"/> Child Support <input type="checkbox"/> Contempt <input type="checkbox"/> Divorce: Fault <input type="checkbox"/> Divorce: Irreconcilable Diff. <input type="checkbox"/> Domestic Abuse <input type="checkbox"/> Emancipation <input type="checkbox"/> Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Property Division <input type="checkbox"/> Separate Maintenance <input type="checkbox"/> Term. of Parental Rights-Chancery <input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA) <input type="checkbox"/> Other _____	Business/Commercial <input type="checkbox"/> Accounting (Business) <input type="checkbox"/> Business Dissolution <input type="checkbox"/> Debt Collection <input type="checkbox"/> Employment <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Replevin <input type="checkbox"/> Other _____	Probate <input type="checkbox"/> Accounting (Probate) <input type="checkbox"/> Birth Certificate Correction <input type="checkbox"/> Mental Health Commitment <input type="checkbox"/> Conservatorship <input type="checkbox"/> Guardianship <input type="checkbox"/> Joint Conservatorship & Guardianship <input type="checkbox"/> Heirship <input type="checkbox"/> Intestate Estate <input type="checkbox"/> Minor's Settlement <input type="checkbox"/> Muniment of Title <input type="checkbox"/> Name Change <input type="checkbox"/> Testate Estate <input type="checkbox"/> Will Contest <input type="checkbox"/> Alcohol/Drug Commitment (Involuntary)
Appeals <input type="checkbox"/> Administrative Agency <input type="checkbox"/> County Court <input type="checkbox"/> Hardship Petition (Driver License) <input type="checkbox"/> Justice Court <input type="checkbox"/> MS Dept Employment Security <input type="checkbox"/> Municipal Court <input type="checkbox"/> Other _____		

☐ Alcohol/Drug Commitment (Voluntary)
☐ Other

Children/Minors - Non-Domestic

- ☐ Adoption - Contested
☐ Adoption - Uncontested
☐ Consent to Abortion
☐ Minor Removal of Minority
☐ Other _____

Civil Rights

- ☐ Elections
☐ Expungement
☐ Habeas Corpus
☐ Post Conviction Relief/Prisoner
☐ Other _____

Contract

- ☒ Breach of Contract
☐ Installment Contract
☐ Insurance
☐ Specific Performance
☐ Other _____

Statutes/Rules

- ☐ Bond Validation
☐ Civil Forfeiture
☐ Declaratory Judgment
☐ Injunction or Restraining Order
☐ Other _____

Real Property

- ☐ Adverse Possession
☐ Ejectment
☐ Eminent Domain
☐ Eviction
☐ Judicial Foreclosure
☐ Lien Assertion
☐ Partition
☐ Tax Sale: Confirm/Cancel
☐ Title Boundary or Easement
☐ Other _____

Torts

- ☐ Bad Faith
☐ Fraud
☐ Intentional Tort
☐ Loss of Consortium
☐ Malpractice - Legal
☐ Malpractice - Medical
☐ Mass Tort
☐ Negligence - General
☐ Negligence - Motor Vehicle
☐ Premises Liability
☐ Product Liability
☐ Subrogation
☐ Wrongful Death
☐ Other _____

EXHIBIT

A

IN THE COUNTY COURT OF BOLIVAR COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

BEVERLY KOVARCIK

PLAINTIFF

VS.

CAUSE NO. 2023-086

BAYOU ACADEMY

DEFENDANT

COMPLAINT

COMES NOW Plaintiff Beverly Kovacik, by and through counsel, and files this
Complaint against Defendant, Bayou Academy, and, in support hereof, states as follows:

PARTIES

1. Plaintiff Beverly Kovarcik is an adult resident citizen of Bolivar County, Mississippi.
2. Defendant Bayou Academy is a private school in Bolivar County, Mississippi who may be served with service of process by this Court by the registered agent for process at the following address: 1291 Crosby Road, Cleveland, Mississippi 38732.

RELEVANT FACTS

3. Mrs. Kovarcik was wrongfully terminated by Mr. Curt McCain on June 17, 2022. Although Mrs. Kovarcik was never given a reason for her termination, Mr. Curt McCain mentioned a video of an off-campus incident that occurred where Mrs. Kovarcik used a racial slur.
4. My client, Beverly Kovarcik, is a beloved art teacher who spent several hundreds of dollars of her hard earned money to provide a better education in the arts for the children of Bayou Academy. However, because she is not a wealthy contributor to the school's overall finances, Mr. Curt McCain terminated her for no reason and threw her out the door like a bag of trash.

6. Immediately upon the termination of Mrs. Kovarcik, Mr. Curt McCain hired a 30 year old inexperienced art teacher. Mrs. Kovarcik has first-hand knowledge and has seen with her own eyes the blatant fraternization between Mr. Curt McCain and his young teachers.

7. This sexist workplace environment is unbelievable. Mrs. Kovarcik says that it is common knowledge for all the men to call Mr. McCain "Curt" but all the women faculty must call him "MR."

8. My client signed a renewal contract in April 2022. She has not violated the terms of the contract. She should not have been fired. She endured the narcissistic behavior of Mr. Curt McCain because she enjoyed teaching the students of Bayou Academy. Because of this abrupt termination, Mrs. Kovarcik was forced to hire an attorney accept a job paying considerably less than Bayou Academy.

9. If this was not enough embarrassment and humiliation, on July 25, 2022, my client was mailed a check in the amount of \$0.00 to further mistreat her. (Attached is the check). There were also donations to her summer art program that were never given to her. The school kept the check.

COUNT I

BREACH OF CONTRACT

9. The above and foregoing actions of Defendant Bayou Academy give rise to a cause of action for breach of contract as Bayou Academy breached the contract with Plaintiff by failing to pay her in accordance with the employment contract.

10. All of the foregoing conduct constitutes a breach of contract which has resulted in damages to Plaintiff.

COUNT II

BREACH OF GOOD FAITH AND FAIR DEALING

11. The above and foregoing actions of Defendant Bayou Academy give rise to a cause of action for breach of fiduciary duty, good faith and fair dealing as Bayou Academy has failed to operate in good faith.

12. Bayou Academy has intentionally breached the contract with Plaintiff and in so doing evidenced an intent never to have honored the contract.

COUNT III

WHEREFORE, PREMISES CONSIDERED, Plaintiff Beverly Kovarcik demands judgment of, from and against Defendant Bayou Academy in the following particulars:

A. For monetary damages arising from a breach of contract in an amount to be set at \$250,000;

B. For attorney fees of \$3,500.00;

Dated, this the ____ day of March, 2023.

RESPECTFULLY SUBMITTED,

DocuSigned by:

278A8CCB20CA437
BEVERLY KOVARCIK

IN THE COUNTY COURT OF BOLIVAR COUNTY, MISSISSIPPI

BEVERLY KOVARCIK

PLAINTIFF

vs.

CIVIL ACTION NO.: 2023-086

BAYOU ACADEMY

SUMMONS

STATE OF MISSISSIPPI
COUNTY OF BOLIVAR

TO: CURT MCCAIN
1291 Crosby Road
Cleveland, MS 38732

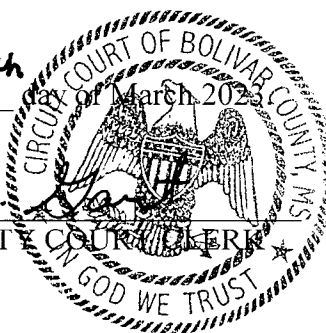
You are required to mail or hand-deliver a copy of a written response to the Complaint to Kelvin Pulley, 104 Cotton Street, Greenwood, MS 38930. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint. Your written responses to the discovery which is simultaneously being served with the Complaint must be must be mailed or delivered within 30 days from the date of delivery of this Summons and Complaint

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court this 29th of March 2023

By: S. [Signature]

COUNTY COURT CLERK



PROOF OF SERVICE - SUMMONS

BAYOU ACADEMY (CURT MCCAIN)
(Name of Person or Entity Served)

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

☐ **FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE.** By mailing (by first class mail, postage prepaid), on the date stated in the attached Notice, copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt pursuant to M.R.C.P. Form 1B).

☒ **PERSONAL SERVICE.** I personally delivered copies of the summons and complaint on the 10th day of May, 2023, to:

Curt McCain, where I found said person(s) in Bolivar County of the State of Mississippi.

☐ **RESIDENCE SERVICE.** After exercising reasonable diligence, I was unable to deliver copies of the summons and complaint to Curt McCain within Bolivar County, Mississippi. I served the summons and complaint on the 10th day of May, 2023, at the usual place of abode of said _____ by leaving a true copy of the summons and complaint with _____, who is the _____ (husband, wife, son, daughter, etc), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint, and thereafter on the _____ day of _____, 20____, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

☐ **CERTIFIED MAIL SERVICE.** By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or other evidence of actual delivery to the person served).

At the time of the service I was at least 18 years of age and not a party to this action.

Process server must list below: (Please print or type)

Name: Joseph Chillis

Telephone No. 662-822-3322

STATE OF MISSISSIPPI
COUNTY OF BOLIVAR

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named Joseph Phillips who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.



Process Server (Signature)

Sworn to and subscribed before me this the 10TH day of May, 2023.

Maurel Hansell *Chancery Clerk*
Notary Public
By Matthews *Deputy Clerk*

My Commission Expires:

MY COMMISSION EXPIRES JANUARY 1, 2024

